



SOLICITATION No. 01-SP-30-0078  
TOTAL HUBZone SET-ASIDE

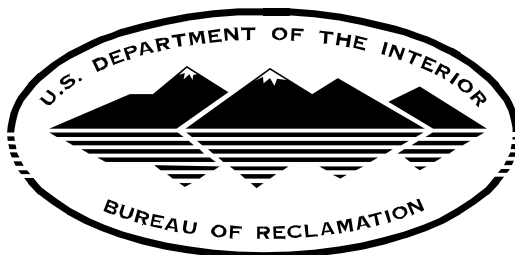
**COATINGS  
AT  
HEADGATE ROCK DAM**

**HEADGATE ROCK  
HYDROELECTRIC PROJECT**

**ARIZONA - CALIFORNIA**

2001

United States Department of the Interior  
Bureau of Reclamation



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**COATINGS**  
**at**  
**HEADGATE ROCK DAM**  
**HEADGATE ROCK HYDROELECTRIC PROJECT**  
**ARIZONA - CALIFORNIA**

**FOREWORD**

This solicitation requires existing exterior surfaces to be cleaned, surfaces prepared, and coating material furnished and applied.

Some of the surfaces have existing coatings that require the exterior surfaces to be cleaned, the surface prepared, and the appropriate coating applied. These surfaces are three (3) turbine-generator units and associated components.

Some of the surfaces which have existing coating will require the exterior surfaces to be cleaned, and areas that have damaged coating or have no coating shall be prepared and the surfaces coated. These surfaces are the bulkhead gates and lifting frame.

The fixtures, jigs, and stands are uncoated items that require the exterior surface to be cleaned, the surface prepared, and the appropriate coating applied.

The work is located at Headgate Rock Dam one mile north of Parker, Arizona in LaPaz County.

THE CONTRACTOR IS STRONGLY URGED TO VISIT THE SITE AND INSPECT THE EXISTING INSTALLATION. A CONTRACTOR DESIRING TO VISIT THE SITE OF WORK SHOULD CONTACT MR. CARLTON SMITH, CHIEF OF PARKER DAM, PARKER, ARIZONA, TELEPHONE: (760) 663-3712.

THE SOLICITATION DOCUMENTS ARE ALSO AVAILABLE, FREE OF CHARGE, FROM THE BUREAU OF RECLAMATION, LOWER COLORADO REGION, CONTRACTS TEAM WEB SITE. THE FILES ARE IN ADOBE ACROBAT PDF FORMAT. THE INTERNET ADDRESS OF THE PAGE FOR THIS PRODUCT IS <http://www.lc.usbr.gov/~g3100/con0078.html>

FOR INFORMATION REGARDING BUREAU OF RECLAMATION'S PUBLICATION "RECLAMATION SAFETY AND HEALTH STANDARDS," (1993 EDITION) WHICH IS APPLICABLE TO WORK UNDER THIS CONTRACT, SEE CLAUSE AT "WBR 1452.223-81 SAFETY AND HEALTH." THE CONTRACTOR MAY ALSO DOWNLOAD THE ELECTRONIC VERSION OF THE RSHS MANUAL AT NO CHARGE FROM THE LOWER COLORADO REGION'S WEB SITE AT <http://www.lc.usbr.gov/~g3100/pdf/rshs.pdf>.

**WBR 1452.222-901 NON-DISCRIMINATION NOTICE TO U.S. DEPARTMENT OF THE  
INTERIOR CONTRACTORS, SUBCONTRACTORS, AND LESSORS--BUREAU OF  
RECLAMATION--LOWER COLORADO REGION (DEC 1999)**

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

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**(This section will be removed from the contract document)**

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## SECTION A - SOLICITATION, OFFER, AND AWARD (Standard Form 1442)

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	<b>01-SP-30-0078</b>	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	06/20/01	11 205
<b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY		CODE	8. IF MAILED BY U.S. POSTAL SERVICE (USPS), ADDRESS OFFER TO	
<b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470</b>		LC-3133	<b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 (Attn: LC-3133) Boulder City NV 89006-1470</b>  <small>IF OFFER MAILED BY OTHER THAN USPS, SEE MAILING INSTRUCTIONS IN ITEM 10.</small>	
9. FOR INFORMATION CALL:	A. NAME		B. TELEPHONE NO. (NO COLLECT CALLS)	
	<b>Rita Horkan</b>		<b>(702) 293-8597</b>	

## SOLICITATION

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

### 01-SP-30-0078—Coatings at Headgate Rock Dam, Headgate Rock Hydroelectric Project, Arizona -- California

Offers will be received by the Bureau of Reclamation at the Lower Colorado Regional Office, Annex Building, Room AA-105, Nevada Highway & Park Street, Boulder City, Nevada.

Express-mailed offers should be addressed to the Bureau of Reclamation, Lower Colorado Regional Office, Attention: LC-3133, 400 Railroad Avenue, Boulder City, Nevada 89005. Offers mailed via the United States Postal Service should be mailed at least 5 days prior to the date offers are due and addressed as indicated in item 8 above.

Hand-carried offers should be delivered to the Bureau of Reclamation, Lower Colorado Regional Office, Nevada Highway and Park Street, Annex Building, Room AA-105, Boulder City, Nevada.

Estimated Cost Range of this Project: \$100,001 to \$250,000

THIS PROJECT IS A TOTAL HUBZone SET-ASIDE.

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>March 30, 2002</u> after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Paragraph F.2)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  <b>15</b>
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>(See Para. L.11)</u> copy to perform the work required are due at the place specified in Item 8 by 4:00 pm local time <u>07/20/2000</u> . If this is a sealed bid solicitation, bids must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CEC No.:		
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

**SEE BIDDING SCHEDULE**

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.												
DATE												

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 10	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)
26. ADMINISTERED BY U.S. Department of the Interior Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City, Nevada 89006-1470	CODE LC-3130	27. PAYMENT WILL BE MADE BY U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 2705 Denver CO 80235-0045

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY	31C. AWARD DATE

## PART I - THE SCHEDULE

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 WBR 1452.214-908 THE REQUIREMENTS--BUREAU OF RECLAMATION-LOWER COLORADO REGION (NOV 1996)

(a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

(b) Offerors are cautioned to carefully review the bid submission requirements contained in Section L. Failure to comply with these requirements may result in a offer being declared nonresponsive.

(c) Offerors will be considered for award on the schedule in Paragraph B.2, but no offer will be considered for award for only a part of the schedule. Offers for only a part of the schedule will be considered nonresponsive and will be rejected.

(d) Offerors shall complete the bidding schedule in Section B and furnish any additional information required in Section B, as applicable.

(e) No drawings or descriptive literature are required to be submitted with the offer.

(f) The Section H clause entitled "Payment for Mobilization and Preparatory Work" applies to Schedule item(s) for Mobilization and Preparatory Work.

### B.2 The Schedule

#### SCHEDULE

ITEM	WORK OR MATERIAL	ESTIMATED QUANTITY AND UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization and preparatory work.	Lump Sum	LS	\$_____
2	Cleaning and preparing surfaces; and Furnishing and applying coatings	Lump Sum	LS	\$_____
TOTAL COST FOR SCHEDULE				\$_____

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**SECTION C - STATEMENT OF WORK/SPECIFICATIONS/WORK STATEMENT**

C.1 1452.210-902 Statement of Work/Specifications/Work Statement–Bureau of Reclamation–Lower Colorado Region (Jun 1998)

The Contractor shall furnish the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to perform the requirement specified in the Statement of Work/Specifications/Work Statement contained in Attachment No. 1 of this solicitation/ contract.

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## **SECTION D - PACKAGING AND MARKING**

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

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## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

#### **52.246-12 Inspection of Construction (Aug 1996)**

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**SECTION F - DELIVERIES OR PERFORMANCE****F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.242-14 Suspension of Work (Apr 1984)

52.242-17 Government Delay of Work (Apr 1984)

**F.2 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)**

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later March 30, 2002. The time stated for completion shall include final cleanup of the premises.

**F.3 52.211-12 Liquidated Damages—Construction (Sep 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,000 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

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## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 WBR 1452.232-903 Invoice Submission Requirements–Bureau of Reclamation–Lower Colorado Region (Nov 1996)**

(a) The COR has been designated authority to approve invoices for progress payments under the contract. To ensure timely processing of progress payments under the contract, the designated billing office for such payments is: Mr. Bruce Moore (LC-6000), Bureau of Reclamation, Lower Colorado Region Engineering Services Office, P.O. Box 61470, Boulder City NV 89006-1470.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is: Bureau of Reclamation, Lower Colorado Region, Attention: Contracting Officer, LC-3130, P.O. Box 61470, Boulder City NV 89006-1470.

### **G.2 WBR 1452.242-80 Postaward Conference–Bureau of Reclamation (Jul 1993)**

(a) Prior to the Contractor starting work, a Postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at the offices at Parker Dam in Parker, Arizona.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

G.3 WBR 1452.242-900 Government Administration Personnel—Bureau of Reclamation—Lower Colorado Region (Jul 1998)

The contracting office representative responsible for overall administration of this contract is:

Name & Address:	Mr. Kenneth A. Miller (Mail Code: LC-3130)	
	Bureau of Reclamation, Lower Colorado Regional Office P.O. Box 61470, Boulder City NV 89006-1470	
Telephone No.:	(702) 293-8460	Fax No.: (702) 293-8499
E-mail:	kmiller@lc.usbr.gov	

G.4 WBR 1452.242-901 Contractor's Administration Personnel–Bureau of Reclamation–Lower Colorado Region (Jul 1998)

The designated Contractor official who will be in charge of overall administration of this contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip  
: \_\_\_\_\_

Telephone No.: (       )                      Fax No.: (       )

E-mail: \_\_\_\_\_

G.5 WBR 1452.242-902 Contractor's Payment Personnel–Bureau of  
Reclamation–Lower Colorado Region (Jul 1998)

The designated Contractor official who may be contacted for bank account and/or  
payment information is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone (     )                      Fax (     )  
No.:                                      No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 WBR 1452.236-904 Availability and Use of Utility Services—Bureau of Reclamation—Lower Colorado Region (Nov 1996)**

In accordance with FAR 52.236-14, Availability and Use of Utility Services, incorporated by reference in Section I, the following utility services will be made available under the contract at no cost to the Contractor:

1. Sanitary facilities. - Existing restrooms are located in the various Government facilities and will be made available to the Contractor.

The location of these facilities will be shown after award of the contract. Facilities are provided on an as-is, where-found basis.

2. Electric power is available for construction purposes. The voltages range between 110 and 480 volts may be available in some areas and may be used upon request for construction work to be performed under these specifications.

The Contractor shall provide all necessary conduits, conductors, connectors and other electrical equipment to route the power to the various work locations and the Contractor shall remove temporary electrical service at the completion of the contract (see Technical Section 01512 in Attachment No. 1).

3. Water for construction purposes is available at the site, at no cost to the Contractor. The Contractor shall provide all means of conveying water to points of use and shall remove from the site all Contractor equipment at the completion of the contract (see Technical Section 01514 in Attachment No. 1). The Contractor shall be responsible for providing all filters, hoses, valves, and fittings and any other materials required to route the water to the various work locations.

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## PART II - CONTRACT CLAUSES

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**SECTION I - CONTRACT CLAUSES**  
**(This section will be included with the contract document**  
**and forms a part of the contract requirements)**

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arinet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (Oct 1995) Alternate I (Apr 1984)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Aug 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records–Negotiation (Jun 1999)
52.215-8	Order of Precedence–Uniform Contract Format (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data–Modifications (Oct 1997)
	Alternate IV (Oct 1997)
52.219-3	Notice of Total HUBZone Set-Aside (Jan 1999)
52.219-8	Utilization of Small Business Concerns (Oct 1999)
52.219-14	Limitations on Subcontracting (Dec 1996)
52.222-3	Convict Labor (Aug 1996)
52.222-4	Contract Work Hours and Safety Standards Act–Overtime Compensation (Sep 2000)
52.222-6	Davis-Bacon Act (Feb 1995)
52.222-7	Withholding of Funds (Feb 1988)
52.222-8	Payrolls and Basic Records (Feb 1988)
52.222-9	Apprentices and Trainees (Feb 1988)

52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
52.222-11	Subcontracts (Labor Standards) (Feb 1988)
52.222-12	Contract Termination–Debarment (Feb 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)
52.222-14	Disputes Concerning Labor Standards (Feb 1988)
52.222-15	Certification of Eligibility (Feb 1988)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-Free Workplace (Jan 1997)
52.223-14	Toxic Chemical Release Reporting (Oct 2000)
52.225-9	Buy American Act–Balance of Payments Program–Construction Materials (Feb 2000)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2000)
52.226-1	Utilization of Indian Organizations and Indian–Owned Economic Enterprises (Jun 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.228-1	Bid Guarantee (Sep 1996)
52.228-2	Additional Bond Security (Oct 1997)
52.228-5	Insurance–Work on a Government Installation (Jan 1997)
52.228-11	Pledges of Assets (Feb 1992)
52.228-12	Prospective Subcontractor Requests for Bonds (Oct 1995)
52.228-14	Irrevocable Letter of Credit (Dec 1999)
52.228-15	Performance and Payment Bonds–Construction (Jul 2000)
52.229-3	Federal, State, and Local Taxes (Jan 1991)
52.229-5	Taxes–Contracts Performed in U.S. Possessions or Puerto Rico (Apr 1984)
52.232-5	Payments under Fixed-Price Construction Contracts (May 1997)
52.232-17	Interest (Jun 1996)
52.232-23	Assignment of Claims (Jan 1986)
52.232-27	Prompt Payment for Construction Contracts (Jun 1997)

52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999)
52.233-1	Disputes (Dec 1998) Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996)
52.236-2	Differing Site Conditions (Apr 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-5	Material and Workmanship (Apr 1984)
52.236-6	Superintendence by the Contractor (Apr 1984)
52.236-7	Permits and Responsibilities (Nov 1991)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
52.236-10	Operations and Storage Areas (Apr 1984)
52.236-11	Use and Possession Prior to Completion (Apr 1984)
52.236-12	Cleaning Up (Apr 1984)
52.236-13	Accident Prevention (Nov 1991) Alternate I (Nov 1991)
52.236-14	Availability and Use of Utility Services (Apr 1984)
52.236-15	Schedules for Construction Contracts (Apr 1984)
52.236-21	Specifications and Drawings for Construction (Feb 1997) Alternate II (Apr 1984)
52.236-26	Preconstruction Conference (Feb 1995)
52.242-13	Bankruptcy (Jul 1995)
52.243-4	Changes (Aug 1987)
52.246-21	Warranty of Construction (Mar 1994)
52.248-3	Value Engineering--Construction (Feb 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) Alternate I (Sep 1996)
52.249-10	Default (Fixed-Price Construction) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

## 1.2 WBR 1452.201-80 Authorities and Limitations--Bureau of Reclamation (Jul 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for

purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d)(1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

#### I.3 1452.203-70 Restriction on Endorsements--Department of the Interior (Jul 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

#### I.4 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

#### I.5 WBR 1452.214-910 Order of Precedence - Drawings--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

I.6 WBR 1452.223-80 Asbestos-Free Warranty-Bureau of Reclamation (Oct 1992)

(a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

I.7 WBR 1452.223-81 Safety and Health-Bureau of Reclamation (Jul 1998)

(a) The Contractor shall not require any laborer or mechanic employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual.

(c) (1) The safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause may be obtained from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

(2) The RSHS manual as referenced in subparagraph (b) above can be ordered from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3).

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 2 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirements shall prevail.

I.8 WBR 1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace—Bureau of Reclamation (Oct 1998)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

I.9 WBR 1452.223-900 SAFETY DATA SUBMITTAL REQUIREMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Within 20 calendar days from the date it receives notice of award, the Contractor shall submit the following safety data to the Contracting Officer:

(1) The Contractor's current overall Experience Modification Rate (EMR) for Workers' Compensation Insurance applicable to the type of work to be performed under the contract (e.g., tunneling, concrete dams, canals) and to the State in which the work is to be performed. In any instance where the State establishes mandatory Workers' Compensation Insurance rates that are applicable to work to be performed under the contract within that State, those rates shall be submitted in lieu of the Contractor's current overall EMR;

(2) A copy of each Log and Summary of Occupational Injuries and Illnesses (Department of Labor Form OSHA-200), or its equivalent, completed by the Contractor during the 3 calendar years immediately preceding the calendar year in which it receives notice of award; and

(3) The Contractor's death and lost workday severity incidence rate for each of the 3 calendar years immediately preceding the calendar year in which it receives notice of award.

(b) The Contractor shall report any change in its overall EMR for Workers' Compensation Insurance (or to the mandatory State Workers' Compensation Insurance rates, where applicable) to the Contracting Officer within 15 calendar days from the date it receives notice of such change from its insurance carrier or the State Workers' Compensation Fund.

c) The Contractor shall complete a Department of Labor Form OSHA-200, or its equivalent, for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

(d) The Contractor shall calculate its death and lost workday severity incidence rate for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

#### I.10 1452.226-70 Indian Preference—Department of the Interior (Apr 1984)

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity".



(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus are concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(3) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(4) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

#### I.11 1452.226-71 Indian Preference Program—Department of the Interior (Apr 1984)

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior", the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian

organizations and Indian owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall:

(1) Designate a liaison officer who will (i) maintain liaison with the Government and Tribe(s) on Indian preference matters; (ii) supervise compliance with the provisions of this clause; and (iii) administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contract in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including (i) a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms; (ii) a statement indicating the preference will be given to Indian organizations and Indian-owned

economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b)); (iii) definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract; (iv) a representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise, and (v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian owned economic enterprises, no responsive bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference --Department of the Interior" clause of this contract. If one or more responsive bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference --Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate: (I) the names and addresses of all Indians seeking employment for each employment position available under this contract; (ii) the number of types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract; (iii) for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected; (iv) actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract; (v) reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and (vi) the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted' and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semi-annual report which summarizes the Contractor's Indian preference program and indicates (I) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization," and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

I.12 1452.226-900 Special Tribal Permits, Licenses and Taxes—Bureau of Reclamation—Lower Colorado Region (Nov 1996)

(a) Permits. Construction permits and special use permits for any temporary construction easement, grading, foundation, building, electrical, mechanical, plumbing, signage, and zoning permits may be required by the Colorado River Indian Tribes (CRIT). Information on special permits may be obtained by writing to the CRIT, Route 1, Box 23-B, Parker, Arizona 85344 or telephoning 520-669-9211.

All special permits shall be posted at the contractor's job-site office.

(b) Business License. Prime contractors and subcontractors are required to obtain a Business License to perform work with the boundaries of the CRIT Reservation. License fee is \$150 per year for non-reservation residents.

Point of Contact: Rudy Flores, 520-669-9211, extension 320.

(c) Taxes. Pursuant to CRIT Ordinance No. 32, all contracts are charged a 2 percent tax on the contract amount in excess of \$50,000. This tax is paid directly to the CRIT.

Point of Contact: Franklin McCabe, Jr., 520-669-9211, extension 488.

I.13 1452.226-901 Tribal Employment Rights Ordinance (TERO)–Bureau of Reclamation–Lower Colorado Region (Nov 1996)

(a) The work to be performed under this solicitation is located in LaPaz County, Arizona. This work or portions thereof are located on the CRIT Reservation. The CRIT Tribal Employment Rights Officer has enacted a TERO that may be applicable to this work.

(b) The Tribal Employment Rights Officer for the CRIT Reservation is Franklin McCabe, Jr. He can be reached at 520-669-1380, or by writing to the Tribal Employment Rights Office at Rt. 1 Box 23B, Parker, Arizona 85344.

I.14 1452.226-902 Subcontracting Opportunities–Bureau of Reclamation–Lower Colorado Region (Nov 1996)

Contractor agrees to use its best efforts to give responsible Indian Organizations and Indian Owned Economic Enterprises practicable opportunity to participate in the subcontract awards to the fullest extent consistent with efficient performance of its contract. The contractor may obtain assistance from the Contracting Officer in implementing the requirements of paragraph (a)(4) of the clause at 1452.204-72, Indian Preference Program--Department of the Interior.

I.15 1452.228-70 Liability Insurance–Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.16 WBR 1452.228-84 Certification of Representatives for Corporate Sureties—Bureau of Reclamation (Sep 1996)

(a) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

I.17 WBR 1452.231-81 Equipment Ownership and Operating Expense (Jul 1998)

a) Definitions. "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized, "acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records.

"Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) Policy. (1) Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) Required data. In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --

(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed

listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) Use of the predetermined rate schedule.

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership and operating rates. Copies of the Schedules can be obtained, free of charge, from the U.S. Army Corps of Engineers, Publications Depot, 2803 52nd Avenue, Hyattsville, MD 20781-1102.

(2) For the purpose of determination of the hourly rates to be applied under this contract, working conditions shall be considered average, unless otherwise determined by the Contracting Officer.

(3) Rates for equipment not listed in the Schedule shall be calculated using the formulas in the Schedule. Alternatively, the Contracting Officer may determine to use rates in the Schedule for equipment comparable to the unlisted equipment, including horsepower and auxiliary features.

e) Fully depreciated equipment. No depreciation or rental cost shall be allowed on equipment fully depreciated by the Contractor or by any division, subsidiary, parent company, or affiliate under common control. However, a reasonable rate for using fully depreciated equipment may be allowed by the Contracting Officer. Unless otherwise determined by the Contracting Officer, such hourly rate shall not exceed a value computed by multiplying the depreciation rate for the equipment (as shown in the Schedule table entitled "Construction Equipment Ownership and Operating Expense") by the economic index for the year of equipment manufacture (as shown in the Schedule table entitled "Economic Indexes for Construction Equipment"), divided by the economic index correspondingly with the year the Schedule is published. The year used for the basis of the rates in the Schedule is indicated in the table entitled "Equipment Age Adjustment Factors for Ownership Costs." Idle or standby time will not be paid for fully depreciated equipment.



(f) Idle or standby time. Equipment ownership costs for idle or standby time of equipment not fully depreciated shall be determined as follows:

(1) The allowable rate shall be made at 50 percent of the hourly rate for ownership costs if actual cost data are used. The maximum hours per week allowed shall not exceed 40 hours or the amount of hours regularly worked by the Contractor, whichever is less. No allowance shall be made for Saturdays, Sundays, or holidays, when work is not actually performed.

(2) If actual cost data cannot be determined, the rate shall be computed in accordance with the Schedule.

(3) No costs shall be allowed for time when the equipment would have been otherwise idle or was not in good operating condition.

(4) Periods of time less than 2 hours on which equipment is down for normal and regular servicing and for minor field repair or field maintenance shall be considered by the Contractor to be operating time rather than idle or standby time and such periods shall not be deducted from use or operating time.

(5) No costs are allowable for fully depreciated equipment.

(g) Rental. Allowable costs for renting or leasing of equipment shall be determined in accordance with FAR 31.105(d)(2)(ii) and 31.205-36.

I.18 WBR 1452.232-81 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK --  
BUREAU OF RECLAMATION (MAY 2000)

(a) General. Payment for the Mobilization and Preparatory Work line item of the schedule will be made as reflected herein. To the extent that this line item exceeds the percentage of total contract pricing as estimated by the Contracting Officer in WBR 1452.236-85, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

(1) Movement of personnel, equipment, supplies, and incidentals to the project site;

(2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract);

(3) Payment of premiums for project bonds and insurance; and

(4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.

(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows --

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government will reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which is specified as payable by the Government under this contract.

(2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling 5 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor 50 percent of the mobilization and preparatory work contract line item amount or 2-1/2 percent of the total original contract amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling 10 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the balance of the amount for the mobilization and preparatory work contract line item or 2-1/2 percent of the total original contract amount (whichever is the lower) shall be paid to the contractor.

(5) If the contract amount for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract work is substantially complete as determined by the Contracting Officer.

#### I.19 WBR 1452.232-905 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION—LOWER COLORADO REGION (FEB 2001)

Regarding paragraph (b)(1) of clause 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Contractor shall provide EFT information no later than 15 days prior to submission of the first request for payment.

#### I-20 52.236-8 OTHER CONTRACTS (APR 1984) (DEVIATION)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees. Additional contract work is anticipated to be performed at or near the site of this contract and will be discussed at the post-award conference.

#### I.21 WBR 1452.236-84 PRESERVATION OF CULTURAL RESOURCES – BUREAU OF RECLAMATION (FEB 2000)

(a) General. Federal legislation provides for the protection and preservation of cultural resources that may be impacted or altered as a result of any Federal project, activity, or program or federally licensed or assisted project, activity, or program.

(b) Discovery of Resources. Should the Contractor, or any of the Contractor's employees, subcontractors, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible cultural resources, the Contractor shall immediately

cease work at that location and provide oral notification to the Contracting Officer, giving location and nature of the findings. The Contractor shall forward a written report of findings to the Contracting Officer within 48 hours.

(1) If a cultural resource is determined by Reclamation to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity. This requirement is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA). Many States have "burial laws" that apply to non-Federal and non-Indian lands; the Contractor is responsible for complying with applicable state law when operating on non-Federal and non-Indian lands.

(2) If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 2 days to the responsible tribal official and the Contracting Officer. (The Reclamation office will supply the name and phone number of the tribal official. This information also can be obtained at <<http://web.cast.uark.edu/other/nps/nacd>>.)

(3) The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the Contracting Officer.

(c) Destruction of Archaeological Resources. Any person who excavates, removes, damages, alters or defaces or attempts to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands or Indian lands is subject to a maximum of five years in prison and \$250,000 fine, as prescribed under Sections 6 and 7 of the Archaeological Resources Protection Act. State law may provide other penalties on non-Federal lands.

d) Approval of Use Areas and Borrow Sources. If the Contractor proposes to use a location other than an approved location (approved locations to be provided by the Contracting Officer), the location(s) must first be approved for use by the Contracting Officer. When considering an unapproved use area or borrow source, the Contractor shall submit a map showing the location to the Contracting Officer at least 45 calendar days in advance of any proposed use. The Contractor or his subcontractors shall take no action to use or alter the proposed location until written approval is provided by the Contracting Officer.

(e) Compensation for Delays. Where appropriate by reason of discovery, the Contracting Officer may order changes in the schedule or work. If such delays or changes are ordered, any equitable adjustment under the contract will be provided in accordance with the applicable clauses of the contract.

(f) Subcontractors. The Contractor shall insert this clause in all subcontracts that involve performance of work on job site terrain.

(g) Cost. Except as provided in subsection e above, the cost of complying with this contract clause shall be included in the prices offered in the schedule for other items of work.

(h) Government Access. The Contractor's arrangement with landowners shall permit the Government or its representatives access to the land to identify cultural resources and conduct appropriate inspections during the Contractor's use of the area or during material procurement.

(i) Definitions.

(1) "Cultural items" as defined by NAGPRA include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony.

(2) "Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

(3) "Funerary objects" means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.

(4) "Human remains" means the physical remains of the body of a person.

(5) "Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States.

(6) "Sacred objects" means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.

(7) "Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Indian tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

#### I.22 WBR 1452.243-80 MODIFICATION PROPOSALS -- BUREAU OF RECLAMATION (FEB 2000) ALTERNATE III (JUL 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit an analysis which demonstrates that the price proposed for the modification is fair and reasonable;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Changes clause of this contract.

#### I.23 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**SECTION J - LIST OF ATTACHMENTS**

J.1 WBR 1452.214-905 List of Contract Documents–Bureau of Reclamation–Lower Colorado Region (Nov 1996)

Attachment No.	Title			No. of Pages
1.	Statement of Work			<b>54</b>
2.	Wage Determination No. AZ000017			<b>8</b>
3.	Drawings			32
	General		HEADGATE ROCK DAM - BUREAU OF INDIAN AFFAIRS HYDROELECTRIC POWER PROJECT - AZ - CA <b>HEADGATE ROCK POWERPLANT</b>	
	Sheet No.	Drawing No.	Description	
	1	1117-D-2	General Map (Rev. 5/22/86)	
	2	1117-D-3	Location Map (Rev. 11/25/87)	
	3	1117-D-4	General Plan (Rev. 5/27/86)	
	4	1117-D-9	General Arrangement - Floors - EL. 327.50 and EL. 343.25	
	5	1117-D-11	General Arrangement - Transverse Section Centerline Unit 2	
	6	1117-D-47	Unit Bays 1 & 2- Outline - d-line to h-line - Floor Elevation 327.50	
	7	1117-D-48	Unit Bay 3 - Outline - d-line to h-line - Floor Elevation 327.50	
	8	1117-D-348	Miscellaneous Metalwork - Frames, Covers and Grating	
	9	1117-D-366	Draft Tube 32.47 ft. x 14.19 ft. - Bulkhead Gate - Top Unit	
	10	1117-D-367	Draft Tube 32.47 ft. x 14.19 ft. - Bulkhead Gate - Bottom Unit	
	11	1117-D-369	Draft Tube 32.47 ft. x 14.19 ft. - Bulkhead Gate - Lifting Frame	
	12	1117-D-1942	Watertight Doors - Installation/Assembly & Connection Arm Assy.	
	Informational Drawings - (Contractor Furnished)			
	13	6563-AX-1	Voith Hydro. Dwg. Rev. 7 - General Arrangement	
	14	5846-ASE-1	Voith Hydro. Dwg. Rev. 2 - Draft Tube Liner Elevation	
	15	5846-ASH-1	Voith Hydro. Dwg. Rev. 0 - Draft Tube Liner Plan	

	16	3222-PG-1	Voith Hydro. Dwg. Rev. 1 - Shaft Guard	
	17	5180-OH-1	Voith Hydro. Dwg. Rev. 0 - Servomotor Arrangement	
	18	4840-ACZ-1	Voith Hydro. Dwg. Rev. 1 - Piping Details	
	19	4298-X-1	Voith Hydro. Dwg. Rev. 0 - Servomotor Support Column & Assy	
	20	4298-Y-2	Voith Hydro. Dwg. Rev. 1 - Servomotor Support Ladder	
	21	5845-BVJ-1	Voith Hydro. Dwg. Rev. 3 - 32-inch Diameter Turbine Shaft	
	22	4834-CEH-1	Voith Hydro. Dwg. Rev. 0 - Air Admission Piping	
	23	6565-AC-1	Allis-Chalmers Dwg. Rev 0 - Outer Gate Barrel Fabrication	
	24	1310-ALA-1	Allis-Chalmers Dwg. Rev 0 - 30x30 Draft Tube Mandoor Assy.	
	25	5196-EU-2	Allis-Chalmers Dwg. Rev 2 - Slip Joint Assy.	
	26	5196-EX-1	Allis-Chalmers Dwg. Rev 1 - Discharge Ring Fabrication	
	27	5128-JI-1	Allis-Chalmers Dwg. Rev 4 - Gate Mechanism Assy.	
	28	26E113062	Villares Dwg. Rev 4 - Generator Base	
	29	26E113089	Villares Dwg. Rev 4 - Generator Cover Assy.	
	30	26E113099	Villares Dwg. Rev 4 - Generator Bearing Cover	
	31	26E113105	Villares Dwg. Rev 3 - Generator Coupling Side Bearing Cover	
	32	26D113257	Sh 1 of 2 - Villares Dwg. Rev 0 - Generator Bearing Oil Piping	
4.	Appendices (Photographs)			7
5.	Bid Guarantee Form (SF-24)			1
6.	Release of Claims Form (DI-137)			1

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENT OF OFFERORS**  
**(This section will be removed from the contract document)**

**K.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

52.203-11 Certification and Disclosure Regarding Payments to Influence  
Certain Federal Transactions (Apr 1991)

52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

**K.2 52.203-2 Certificate of Independent Price Determination (Apr 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
 ..... *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### K.3 52.204-3 Taxpayer Identification (Oct 1998)

#### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)



4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

" TIN:

---

" TIN has been applied for.

" TIN is not required because:

" Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

" Offeror is an agency or instrumentality of a foreign government;

" Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

" Sole proprietorship;

" Partnership;

" Corporate entity (not tax-exempt);

" Corporate entity (tax-exempt);

" Government entity (Federal, State, or local);

" Foreign government;

" International organization per 26 CFR 1.6049-4;

" Other

---

(f) Common parent.

" Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

" Name and TIN of common parent:

Name

---

TIN

---

K.4 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional

information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-1 Small Business Program Representations (May 2001) ALTERNATE I  
(Oct 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 235210 (Painting and Wall Covering).

(2) The small business size standard is \$11.5 million average annual receipts for an offeror's preceding 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### K.6 52.222–21 Prohibition of Segregated Facilities (Feb 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee

custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### K.7 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

(a) It ☐ has ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ☐ has ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### K.8 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### K.9 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986

(EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33;

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 WBR 1452.209-900 Offeror Responsibility Data—Bureau of Reclamation—Lower Colorado Region (Nov 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each offeror shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

#### K.11 1452.225-70 USE OF FOREIGN CONSTRUCTION MATERIALS--DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Government has determined that the Buy American Act is not applicable to the following construction materials because they are not mined, produced, or manufactured in the U.S. in sufficient quantities of a satisfactory quality:

Acetylene, black  
 Agar, bulk  
 Anise  
 Antimony, as metal or oxide  
 Asbestos, amosite, chrysotile, and crocidolite  
 Bananas  
 Bauxite  
 Beef, corned, canned  
 Beef extract  
 Bephenium hydroxynapthoate  
 Bismuth  
 Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available  
 Brazil nuts, unroasted  
 Cadmium, ores and flue dust  
 Calcium cyanamide  
 Capers

Cashew nuts  
 Castor beans and castor oil  
 Chalk, English  
 Chestnuts  
 Chicle  
 Chrome ore or chromite  
 Cinchona bark  
 Cobalt, in cathodes, rondelles, or other primary ore and metal forms  
 Cocoa beans  
 Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form  
 Coffee, raw or green bean  
 Colchicine alkaloid, raw  
 Copra  
 Cork, wood or bark and waste  
 Cover glass, microscope slide  
 Crane rail (85-pound per foot)  
 Cryolite, natural  
 Dammar gum



Diamonds, industrial, stones and abrasives  
 Emetine, bulk  
 Ergot, crude  
 Erythrityl tetranitrate  
 Fair linen, altar  
 Fibers of the following types:  
 abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal  
 Goat and kidskins  
 Graphite, natural, crystalline, crucible grade  
 Hand file sets (Swiss pattern)  
 Handsewing needles  
 Hemp yarn  
 Hog bristles for brushes  
 Hyoscine, bulk  
 Ipecac, root  
 Iodine, crude  
 Kaurigum  
 Lac  
 Leather, sheepskin, hair type  
 Lavender oil  
 Manganese  
 Menthol, natural bulk  
 Mica  
 Microprocessor chips (brought onto a Government construction site as separate units for incorporation into building systems during construction or repair and alteration of real property)  
 Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts  
 Nitroguanidine (also known as picrite)  
 Nux vomica, crude  
 Oiticica oil  
 Olive oil  
 Olives (green), pitted or unpitted, or stuffed, in bulk  
 Opium, crude  
 Oranges, mandarin, canned  
 Petroleum, crude oil, unfinished oils, and finished products  
 Pine needle oil

Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars  
 Pyrethrum flowers  
 Quartz crystals  
 Quebracho  
 Quinidine  
 Quinine  
 Rabbit fur felt  
 Radium salts, source and special nuclear materials  
 Rosettes  
 Rubber, crude and latex  
 Rutile  
 Santonin, crude  
 Secretin  
 Shellac  
 Silk, raw and unmanufactured  
 Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available  
 Spices and herbs, in bulk  
 Sugars, raw  
 Swords and scabbards  
 Talc, block, steatite  
 Tantalum  
 Tapioca flour and cassava  
 Tartar, crude; tartaric acid and cream of tartar in bulk  
 Tea in bulk  
 Thread, metallic (gold)  
 Thyme oil  
 Tin in bars, blocks, and pigs  
 Triprolidine hydrochloride  
 Tungsten  
 Vanilla beans  
 Venom, cobra  
 Wax, carnauba  
 Wire glass  
 Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak Yarn, 50 Denier rayon

(b) Offers based on the use of foreign construction materials other than those listed in (a) above may be acceptable if the Government determines that U.S. construction material is not available, would be impracticable or constitute an unreasonable price. Please contact the Contracting Officer with questions or comments concerning non-availability or impracticability of U.S. material.

(c) (1) Offers based upon use of foreign construction material for cost savings will be considered reasonable if the cost of each foreign construction material, plus 6 percent, is less than the cost of comparable U.S. construction material. The Contracting Officer shall compute the cost of each foreign construction material to include all delivery costs to the construction site, and any applicable duty (whether or not a duty-free entry certificate is issued). This evaluation shall be made for each foreign construction material included in the offer but not listed in subparagraph (a) above in this clause.

(2) Any contractor cost savings from post award approval to substitute foreign construction material for U.S. construction material shall be passed on to the Government.

(d) (1) This offer is based on the use of foreign construction material not listed in (a) above. For each foreign item proposed the offeror shall furnish the following information for the foreign material offered: item description, supplier, unit of measure, quantity, unit price, duty (even if a duty free certificate is issued), delivery costs, and total price and shall also identify information on a U.S. item comparable to the foreign item including: supplier, unit of measure, quantity, unit price, delivery costs and total price.

(2) If the Government rejects the use of foreign construction material listed under paragraph (d)(1) above, the Government will evaluate the Contractor's offer using the offeror's stated price for the comparable U.S. construction material, and the offeror shall be required to furnish such domestic construction material at the Contractor's originally offered price. In preaward situations, an offer which does not state a price for a comparable U.S. construction material will be rejected by the Government. In postaward situations an offer proposing foreign material which does not state the price for the comparable U.S. construction material will be rejected by the Government. The Contractor shall use comparable U.S. material for the project and any additional cost for the use of this U.S. material shall be absorbed by the Contractor.

K.12 WBR 1452.225-903 OFFERS BASED ON FOREIGN CONSTRUCTION MATERIALS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Any offer based on the use of one or more foreign construction materials shall include data, in the format listed in paragraph (b) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed by including all delivery costs of the construction material, and any applicable duty whether or not a duty-free entry certificate may be issued.

(b) For evaluation purposes under paragraph (a) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

Construction Material Description	Unit	Quantity	Cost including all delivery costs to construction site <sup>1</sup> (dollars)
Item 1. (a) Foreign Construction Material:			\$ _____
(b) Comparable domestic construction material:			\$ _____
Item 2. (a) Foreign construction material:			\$ _____
(b) Comparable domestic construction material:			\$ _____

<sup>1</sup> Include applicable duty for foreign material.

<sup>2</sup> If additional materials are offered, continue on a separate page containing the same format.

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**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**  
**(This section will be removed from the contract document)**

**L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

- 52.204-6 Data Universal Numbering System (DUNS) Number (Jun 1999)
- 52.214-34 Submission of Offers in the English Language (Apr 1991)
- 52.214-35 Submission of Offers in U.S. Currency (Apr 1991)
- 52.215-01 Instructions to Offerors--Competitive Acquisition (Oct 1997)
- 52.215-16 Facilities Capital Cost of Money (Oct 1997)
- 52.236-28 Preparation of Proposals--Construction (Oct 1997)

**L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF  
FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM  
DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial Item Descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
 Specifications Section, Suite 8100  
 470 East L'Enfant Plaza, SW  
 Washington, DC 20407  
 (Tel. 202-619-8925.  
 Facsimile 202-619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of

charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.3 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (Jun 1988)

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) For various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof herein shall be considered synonymous with the Bureau of Reclamation. The address in paragraph (c) below may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service.

(c) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

ANSI - American National Standards Institute, 11 West 42nd Street, New York NY 10036. Tel: 212/642-4900

ASME - American Society of Mechanical Engineers, Three Park Avenue, New York NY 10016-5990. Tel: 800-843-2763.

ASTM - American Society for Testing and Materials, 1916 Race Street, Philadelphia PA 19103. Tel: 215/299-5400

NFPA -National Fire Protection Association, Batterymarch Park, Quincy MA 02269. Tel: 617/770-3000

RECLAMATION STANDARD MATERIAL SPECIFICATIONS AND METHODS OF TEST (The M-series documents) - Bureau of Reclamation, Attn: D-8170, P.O. Box 25007, Denver CO 80225, telephone: (303) 445-3082.

OTHER RECLAMATION PUBLICATIONS - Reclamation manuals and significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). United States Department of Commerce, National

Technical Information Service 5285 Port Royal Road, Springfield VA 22161.  
Telephone: (703) 487-4650 or 1-800-553-6847

Department of the Army, U.S. Army Corps of Engineers Publications Depot, 2803 52nd Avenue, Hyattsville MD 20781-1102. Tel: 301/436-2063

Department of Commerce, Standards Management Program, Office of Standards Services, National Institute for Standards and Technology, Gaithersburg MD 20899.  
Tel: 301/975-4025

Defense Printing Service Detachment Office, Building 4, Section D, 700 Robins Avenue, Philadelphia PA 19111-5094. Tel: 215/697-2179

Department of Transportation, Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402-9371. Tel: 202/783-3238

NBS -National Bureau of Standards, National Technical Information Service, 5285 Port Royal Road, Springfield VA 22161. Tel: 703/487-4650

L.4 52.211-6 Brand Name or Equal (Aug 1999) (Deviation)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(e) The information for an “equal” product required by paragraphs (b) and (c) to be submitted in the bid may be furnished after contract award for the products listed in the table below.

BRAND NAME OR EQUAL TABLE		
No. 1	BRAND NAME SPECIFIED	Mfr: 3M Corrosion Protection Products Product Name/Model/Catalog #: Scotchkote 306 Liquid Epoxy Coating Section: 09900, 3.07 Coating Tabulations and Categories, Tabulation No. 04
No. 2	BRAND NAME SPECIFIED	Mfr: Devoe Coatings Product Name/Model/Catalog #: Devthane 379, Aliphatic Urethane Gloss Enamel Section: 09900, 3.08 Coating Tabulations and Categories, Category IE-1DT
No. 3	BRAND NAME SPECIFIED	Mfr: Devoe Coatings Product Name/Model/Catalog #: Bar-Rust 235, Multi-Purpose Epoxy Section: 09900, 3.08 Coating Tabulations and Categories, Category IE-1J
No. 4	BRAND NAME SPECIFIED	Mfr: Wasser High-Tech Coatings Product Name/Model/Catalog #: MC-Miozinc (Primer) Section: 09900, 3.08 Coating Tabulations and Categories, Category IE-W2
No. 5	BRAND NAME SPECIFIED	Mfr: Wasser High-Tech Coatings Product Name/Model/Catalog #: MC-Ferrox B (Primer) Section: 09900, 3.08 Coating Tabulations and Categories, Category IE-W4
No. 6	BRAND NAME SPECIFIED	Mfr: Wasser High-Tech Coatings Product Name/Model/Catalog #: MC-Ferrox A (Topcoat) Section: 09900, 3.08 Coating Tabulations and Categories, Category IE-W5
No. 7	BRAND NAME SPECIFIED	Mfr: Wasser High-Tech Coatings Product Name/Model/Catalog #: MC-Zinc (Primer); MC-Tar (Topcoat) Section: 09900, 3.08 Coating Tabulations and Categories, Category IES-2D



## L.5 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

**L.6 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE
	6.9% (all counties)

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from

Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistance Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
  - (i) Employer identification number of the subcontractor;
- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract; and
- (4) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Boulder City, Clark County, Nevada.

#### L.7 52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

#### L.8 WBR 1452.211-80 Notice of Intent to Acquire Metric Products and Services—Bureau of Reclamation (Mar 1993)

(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation) has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for

using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

L.9 1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior (Apr 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

#### L-10 WBR 1452.215-80 SOURCE EVALUATION AND SELECTION PROCEDURES -- BUREAU OF RECLAMATION (SEP 2000)

The Government intends to evaluate proposals submitted under this solicitation and select a source for contract award without discussions (unless the contracting officer later determines discussions to be necessary) in accordance with FAR 52.215-1 Instructions to Offerors - Competitive Acquisition (Feb 2000). Source selection shall be in accordance with procedures contained in FAR Part 15, Department of the Interior Acquisition Regulation (DIAR) Part 1415 (48 CFR 1415) and Bureau of Reclamation Acquisition Regulation WBR Part 1415. These procedures are summarized as follows:

(a) Technical evaluation. A Technical Proposal Evaluation Committee has been established to objectively evaluate technical proposals in accordance with the Evaluation Factors for Award -- Bureau of Reclamation provision in Part IV, Section M of this solicitation. Technical proposals shall be submitted in accordance with the Technical Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation.

(b) Cost or price evaluation. An objective cost or price evaluation of contract pricing proposals will be made in accordance with the Evaluation Factors for Award provision in Part IV, Section M of this solicitation. Pricing proposals shall be submitted in accordance with the Contract Pricing Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation. Pursuant to FAR 15.404-1, cost or price evaluation will be used to determine cost/price reasonableness and the offeror's understanding of, and ability to perform, the prospective contract.

(c) Clarifications. Clarifications are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

(d) Communications. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may be conducted to enhance Government understanding of proposals, allow reasonable interpretation of the proposal, or facilitate the Government's evaluation process. Such communications may not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Communications are for the purpose of addressing issues that must be explored to determine whether a proposal should be placed in the competitive range. They shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns and information relating to past performance.

(e) Competitive range. If discussions are to be conducted, the contracting officer shall establish the competitive range based on the ratings of each proposal against all evaluation criteria. The competitive range shall comprise all the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The contracting officer may then limit the number of proposals in the range to the greatest number that will permit an efficient competition among the most highly rated proposals. If, after discussions have begun (see paragraph (g) below), an offeror originally in the competitive range is no longer considered to be among the most highly rated offerors being considered for award, that offeror may be eliminated from the range whether or not all material aspects of the proposal have been discussed, or whether or not the offeror has been afforded an opportunity to submit a proposal revision.



(f) Preaward debriefing of offerors. Offerors excluded from the competitive range or otherwise excluded from further consideration prior to the final source selection decision may request a debriefing before award. The process for requesting and conducting preaward debriefings may be found at FAR 15.505.

(g) Discussions. Discussions are exchanges between the Government and offerors, after establishment of the competitive range, that are undertaken with the intent of allowing the offeror to revise its proposal. These discussions may include bargaining, including persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

(h) Proposal revisions. The contracting officer may request or allow proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of discussions, each offeror in the competitive range shall be given an opportunity to submit a final proposal revision. The contracting officer is required to establish a common cut-off date only for receipt of final proposal revisions. Requests for final proposal revisions shall advise offerors that the final proposal revisions shall be in writing and that the Government intends to make award without obtaining further revisions.

(i) Preaward survey. A Government survey activity may contact an offeror, or visit its facility, to obtain information for determining its financial resources and/or its technical capabilities to perform the work when available information is not sufficient for the Contracting Officer to make a determination regarding contractor responsibility as required by FAR Subpart 9.1. Current financial statements and other information required to make this determination shall be made available to the survey activity. Information provided shall be protected from release or disclosure outside the Government, except as provided in FAR Subpart 24.2, Freedom of Information Act.

(j) Organizational conflicts of interest. Award will not be made to an apparent successful offeror when an organizational conflict of interest is determined to exist and cannot be avoided or mitigated, unless the Contracting Officer determines that award is in the best interest of the United States and a waiver is obtained pursuant to DIAR 1409.503 (48 CFR 1409.503).

(k) Source selection decision. The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and criteria prepared by

others, the source selection decision shall represent the SSA's independent judgment. The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

(l) Postaward notice. After contract award, unsuccessful offerors will be provided with written notice regarding contract award (including the information listed in FAR 15.503(b)) by the Contracting Officer. Offerors receiving prior notice of exclusion from the competitive range under paragraph (f) of this provision will not receive this notice.

(m) Postaward debriefing of offerors. An offeror shall be debriefed and furnished the basis for the source selection decision and contract award if its written request is received by the contracting officer within three days after the offeror receives notice of contract award. The process for requesting and conducting postaward debriefings may be found at FAR 15.506.

#### L.11 WBR 1452.215-81 GENERAL PROPOSAL INSTRUCTIONS--BUREAU OF RECLAMATION (JAN 1998)

In addition to the requirements of the Instructions to Offerors - Competitive Acquisitions provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) General contents. Each proposal shall:

- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
	Representations, Certifications, and Other Statements of Offerors.	1
II	Technical Proposal	5
III	Pricing Proposal	1

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

(d) Representations, certifications, and other offeror statements (Volume I). Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

(1) A fully executed Solicitation, Offer, and Award form required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I;

(2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;

(3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;

(4) Make or Buy Program (if applicable); any waivers of any solicitation provisions or contract clauses; and

(6) A summary of any exemptions from, or deviations to, any other solicitation requirements.

(e) Technical Proposal (Volume II) - Reference paragraph L-8.

(f) Pricing Proposal (Volume III). Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

L.12 WBR 1452.215-82 TECHNICAL PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION (JAN 1998)

(a) General. The technical proposal shall be identified as Volume II of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. It should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines. It should be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

(1) Table of contents. The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;

(3) Enclosures. The enclosures shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;

(4) Executive summary. The Executive Summary shall include a brief discussion of how the required work will be performed and important highlights of the proposal.

(5) Technical approach proposed to accomplish the work statement. The discussion of the technical approach shall:

(i) Contain detailed explanations of proposed approaches to performing and accomplishing the work, including preliminary design and other information indicating configuration and functions of components as applicable, and a specific outline of the actual tasks proposed to be performed in order to complete the work. Repeating the work statement without elaborating on the specific tasks to be performed is unacceptable;

(ii) Contain a specific statement of any problems or major difficulties anticipated in performing or accomplishing the work, an evaluation of the various methods considered for resolution of the problems/difficulties, substantiation of the method(s) selected, principles or techniques which are proposed to solve the problem, and the degree of success expected;

(iii) Include specific statements of any interpretations, deviations, and exceptions to the work statement, specifications, or other solicitation requirements (unless alternate proposals are permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, offerors are cautioned that deviations and exceptions to the solicitation requirements may be detrimental to the evaluation of a proposal);

(iv) In accordance with the work statement, include a proposed project plan which divides the work into severable tasks or phases which indicates for each task or phase the work to be accomplished, start/completion schedule, milestone chart.

(v) Include a discussion of the method(s) and resources to be used in timely preparation and transmittal of reports and submittals required by the solicitation;

(vi) Include an estimate of the extent of anticipated subcontracting together with a list of items or work to be subcontracted; and

(6) Offeror Experience and Past Performance. Provide a list of projects similar in scope and magnitude to the work required under this solicitation which the offeror has completed during the last 3 years. For each project, include:

(i) Name of the project;

(ii) Description of the work;

(iii) Contract number, date and type;

(iv) Name and address of the acquiring Government agency or commercial customer;

(v) Initial contract amount and final contract amount;

(vi) Any problems encountered in performance of the work and corrective action(s) taken; and

(vii) Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

(d) Cost/Price Information. To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

(e) Facilities and equipment information. The offeror shall provide information on any special plant, equipment, or test facilities (including Government property) required to perform and accomplish the work statement. The need for the special equipment or facilities shall be fully substantiated and include the extent to which the work can be accomplished without them. Information on alternate sources considered for the equipment or facilities shall also be included.

#### L-13 WBR 1452.215-83 PRICING PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION (JAN 1998)

(a) General. The pricing proposal shall be identified as Volume III of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approach(es) proposed in the technical proposal (Volume II). Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3 contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) Table of contents. The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;

(3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal.

(4) Pricing proposal breakdown. The offeror shall submit Section B of the contract Schedule (Part I of this solicitation) with its proposed total prices/costs for each contract line item (including any options) and proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted. Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.

(d) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(e) Page Numbering. All pages in the cost proposal should be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(f) Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

(g) Alternate Proposals. If submission of alternate technical proposals is permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, the offeror shall submit a separate, detached pricing proposal conforming to the requirements of this provision for each alternate submitted. The alternate pricing proposal(s) shall be clearly labeled and identified.

#### L-14 1452.215-914 APPLICATION OF PERIOD FOR ACCEPTANCE OF OFFER-- BUREAU OF RECLAMATION--LOWER COLORADO REGION (MAR 2000)

For purposes of establishing the acceptance period, the 60 calendar day offer acceptance period (unless a different period is inserted by the offeror) shall apply to the initial offer, if award is made without discussion. If negotiations are conducted, the 60 calendar day offer acceptance period (unless a different period is inserted by the offeror) shall apply to the final proposal revision and shall commence on the due date for receipt of final proposal revisions.

## L.15 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

## L.16 52.225-10 Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials (Feb 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer



that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.17 52.233-2 Service of Protest (Aug 1996) Department of the Interior (Jul 1996)  
(Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.18 WBR 1452.233-80 Agency Procurement Protests—Bureau of Reclamation  
(Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

#### L.19 52.236-27 Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name:	Mr. Carlton Smith, Chief of Parker Dam (LCD-P10)
Agency:	Bureau of Reclamation Lower Colorado Dams Facilities Office Parker Dam Field Division
Mailing Address:	P.O. Box 878 Parker Dam CA 92267-0878
Physical Address:	Hwy. 95 Parker Dam CA 92267
Telephone:	(760) 663-3712

## L.20 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.21 WBR 1452.236-85 INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK  
SCHEDULE LINE ITEM -- BUREAU OF RECLAMATION (MAY 2000)

The Contracting Officer estimates that the Section B Mobilization and Preparatory Work schedule line item should not exceed 5 percent of the total bid price. Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, which reflects how the Government will pay for this line item, including how payment will be made when the price bid for this schedule line item is higher than the percentage stated herein.

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**SECTION M - EVALUATION FACTORS FOR AWARD**  
**(This section will be removed from the contract document)**

**M.1 WBR 1452.215-85 EVALUATION FACTORS FOR AWARD - QUALITY  
PREDOMINANCE -- BUREAU OF RECLAMATION (APR 2001)**

(a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

(b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest cost/price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price. The Contracting Officer also reserves the right to make award to a lower-cost/price, lower-scored offeror if it is determined that the cost/price premium involved in awarding to a higher-rated, higher-cost/price offeror is not justified.

(c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs or prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

(d) The following factors and significant subfactors (if listed), will be considered in evaluating proposals and making the source selection:

(1) The offeror's technical approach proposed to accomplish the work required under the solicitation. Higher weight will be given to those proposals demonstrating soundness of approach, compliance with requirements, and understanding the requirement.

(2) The offeror's experience (may include experience of proposed subcontractor(s)) over the last five years in performing work which is similar in nature, size, and complexity as to that required by the solicitation.

(3) The offeror's past performance over the last five years for projects which are similar to the work required to be performed under this solicitation. Higher weight will

be given to those proposals which demonstrate timeliness and quality of work successfully performed on projects which are similar to the work required to be performed under this solicitation. Offerors with no relevant past performance history will receive scores of 50 percent of the evaluation weight for past performance. Offerors must submit an explanation of why no relevant past performance is available.

(4) Total Price (complete schedule).

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows:

(1) The offeror's technical approach proposed to accomplish the work required under the solicitation is 25 percent of the total evaluation weight.

(2) The offeror's experience in performing work which is similar in nature, size, and complexity as to that required by the solicitation is 25 percent of the total evaluation weight.

(3) The offeror's past performance is 10 percent of the total evaluation weight.

(4) The offeror's proposed price is 40 percent of the evaluation weight.

#### M.2 WBR 1452.225-82 Notice of Trade Agreements Act Evaluations--Bureau of Reclamation (JUN 2000)

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, FAR Subpart 25.4, Trade Agreements, applies to Bureau of Reclamation acquisitions. In order to apply trade agreements unique to Reclamation, the contracting officer will (irrespective of any other provision or clause of this solicitation) evaluate acquisitions at or above the dollar thresholds listed below without regard to the restrictions of the Buy American Act:

(1) Construction (\$6,806,000 or \$7,068,419 if NAFTA country construction materials are being offered);

(2) Supplies or services:

(i) Mexico (\$54,272);

(ii) Canada (\$177,000);

(iii) Israel (\$177,000); and

(iv) All other designated countries (\$177,000).

M.3 WBR 1452.225-900 Evaluation of Construction Materials Under the Buy American Act-- Bureau of Reclamation--Lower Colorado Region (Feb 2000)

- (a) In order for offers to fully comply with the requirements of the clause at FAR 52.225-9, Buy American Act--Balance of Payments Program--Construction Materials, and to provide for proper evaluation of offers proposing use of foreign construction materials under paragraph (b) of the provision WBR 1452.225-903, Offers Based on Foreign Construction Materials, offerors shall comply with the requirements of this provision.
- (b) A construction material cannot qualify as a domestic material unless the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.
- (c) Only the construction material and its components shall be included in calculating the cost of a domestic construction material. To qualify as a component, an item must be incorporated directly into the construction material.
- (d) With the exception of the circumstance identified in (e) below, any costs associated with operations necessary to incorporate a domestic component into an existing foreign construction material shall not be considered in calculating domestic component costs. Direct labor, overhead, packaging, testing, evaluation, or other related costs incurred in completing the end-product shall not be included as part of the total cost of the construction material's components. The total cost of the construction material (i.e., price minus profit) is irrelevant since total cost may include costs other than component costs.
- (e) If a manufacturer which produces a component also incorporates it into the existing foreign construction material, the manufacturing costs incurred in producing the component (e.g., direct labor, overhead, packaging, testing, and evaluation) shall be included as part of the total cost of the construction material's components.
- (f) In calculating the cost of a foreign or domestic component in a construction material, such cost shall include any (1) freight cost to ship the component from its manufacturing source to the point of inclusion in the construction material, (2) tariff costs, and (3) customs duty on foreign components (duty must be added whether or not a duty-free certificate is issued).
- (g) If requested by the Contracting Officer, offerors shall furnish additional information to support the basis for calculating the cost of any foreign material and comparable domestic construction material furnished (see paragraph (d) of the clause entitled 1452.225-70 Use of Foreign Construction Materials--Department of the Interior).

M.4 WBR 1452.225-903 Offers Based on Foreign Construction Materials—Bureau of Reclamation—Lower Colorado Region (Nov 1996)

(a) Any offer based on the use of one or more foreign construction materials shall include data, in the format listed in paragraph (b) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed by including all delivery costs of the construction material, and any applicable duty whether or not a duty-free entry certificate may be issued.

(b) For evaluation purposes under paragraph (a) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

Construction Material Description	Unit	Quantity	Cost including all delivery costs to construction site <sup>1</sup> (dollars)
Item 1. (a) Foreign Construction Material:			\$ _____
(b) Comparable domestic construction material:			\$ _____
Item 2. (a) Foreign construction material:			\$ _____
(b) Comparable domestic construction material:			\$ _____

<sup>1</sup> Include applicable duty for foreign material.

<sup>2</sup> If additional materials are offered, continue on a separate page containing the same format.



## Statement of Work

(see file: [www.lc.usbr.gov/~g3100/pdf/0078sow.pdf](http://www.lc.usbr.gov/~g3100/pdf/0078sow.pdf))

U.S. Department of Labor  
Wage Rate Determination:

LaPaz County, Arizona

(see file: [www.lc.usbr.gov/~g3100/wages/az010017m02.txt](http://www.lc.usbr.gov/~g3100/wages/az010017m02.txt))

## Drawings

(Drawings are not available online. Please contact Becci Hyche, Procurement Technician, at telephone No. 702-293-8779, fax No. 702-293-8449, or e-mail to [rhyche@lc.usbr.gov](mailto:rhyche@lc.usbr.gov) to request copies of the drawings be sent to you.)

## Appendices - Photographs

(see file: [www.lc.usbr.gov/~g3100/pdf/0078att04\\_photos.pdf](http://www.lc.usbr.gov/~g3100/pdf/0078att04_photos.pdf))

## Bid Bond - Standard Form-24 (SF-24)

(see file: [www.lc.usbr.gov/~g3100/pdf/forms/sf24.pdf](http://www.lc.usbr.gov/~g3100/pdf/forms/sf24.pdf))

**Release of Claims - DI-137**  
(see file: [www.lc.usbr.gov/~g3100/pdf/forms/di-137.pdf](http://www.lc.usbr.gov/~g3100/pdf/forms/di-137.pdf))